



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

DAHIYAT et al.

Serial No.: 09/927,790

Filed: August 10, 2001

For: Protein Design Automation

for Protein Libraries

Group No. 1639

Examiner: Wessendorf, Theresa D.

CERTIFICATE OF MAILING
I hereby certify that this correspondence and listed enclosures, is being deposited with the United States Postal Postal Service as Express Mail number: ER629095686US

Address to the Commissioner for Patents PO Box 1450, Alexandria, VA 22313-1450 ECEIVED

on December 19, 2003.

Signature: Au 1

DEC 2 9 2003

TECH CENTER 1600/2900

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION

Mail Stop AF Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

Petitioner, **Xencor**, represents that it is the assignee of the entire right, title, and interest of the instant application, 09/927,790, which claims the benefit of the filing date/or is a continuation-in-part of 09/782,004, filed February 12, 2001, which claims the benefit of 60/181,630, filed February 10, 2000 and claims benefit of 60/186,904, filed March 3, 2000 and claims benefit of 60/197,851, filed April 14, 2000 and a continuation of 09/419,351, filed October 15, 1999, which claims benefit of 60/158,700, filed October 8, 1999 and said 09/782,004, filed February 12, 2001 claims benefit of 60/104,612, filed October 16, 1998,

Written assignment proof for Serial No. 09/419,351, filed October 15, 1999, now U.S. Patent No. 6,403,312, is recorded in the U.S. Patent and Trademark Office at Reel/Frame 011517/0330. Copies of the assignments are attached to this Terminal Disclaimer.

Xencor hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Xencor does not disclaim the terminal part of any patent granted on the instant application, in the event that the patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

The undersigned is empowered to act on behalf of the petitioner/assignee. The undersigned has reviewed the evidentiary documents in the chain of title of the present application identified above, and certifies that, to the best of assignee's knowledge and belief, title is in the assignee, Xencor.

I, the undersigned, hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that willful,

false statements may jeopardize the validity/enforceability of the application or any patent issued thereon.

Dated: December 19, 2003

Title: WEPRESIDENT, INTELLECTUAL PROPERTY

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Commissioner for Trademarks Arlington, VA 22202-3513 www.uspto.gov



United States
Patent and
Trademark Office

MAY 07, 2002

FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP

ROBIN M: SILVA

FOUR EMBARCADERO CENTER, SUITE 3400

SAN FRANCISCO, CA 94111-4187

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

DEC 1 9 2003

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/23/2002

REEL/FRAME: 012502/0412

NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DAHIYAT, BASSIL I.

DOC DATE: 12/17/2001

ASSIGNOR:

HAYES, ROBERT J.

DOC DATE: 12/17/2001

ASSIGNOR:

BENTZIEN, JORG

DOC DATE: 12/17/2001

ASSIGNOR:

FIEBIG, KLAUS M.

DOC DATE: 10/24/2001

ASSIGNEE:

XENCOR

111 W. LEMON AVENUE

MONROVIA, CALIFORNIA 91016

SERIAL NUMBER: 09927790

PATENT NUMBER:

FILING DATE: 08/10/2001

ISSUE DATE:

012502/0412 PAGE 2

DOROTHY RILEY, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS



SHEET

U.S. DEPARTMENT OF COMMER! Patent and Trademark Offi-

To the Honorable Commissioner

102075606

ttached original documents or copy thereof.

1. Name of conveying party(ies):	2. Name and address of receiving party PECEIVED Internal Address: Xencor
Bassil I. Dahiyat; Robert J. Hayes; Jörg Bentzien;	Internal Address: Xencor
Klaus M. FIEBIG	DEC 2 9 2003
Additional name(s) of conveying party(ies) attached? [] Yes [x] No	
3. Nature of Conveyance: [] Merger [] Merger	Street Address: 111 W. Lemon Avenue
[] Security Agreement [] Change of Name	City: Monrovia
Execution Date: October 24, 2001; December 17,	State: California Zip: 91016
2001	Additional name(s) & address(es) attached? [] Yes [x] N
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the experience of the second s	recution date of the application is:
A. Patent Application No.(s): 09/927,790	B. Patent No.(s) Compact Compac
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: One (1)
Name: Robin M. Silva	7. Total fee (37 CFR 3.41):\$40.00
Internal Address: FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP	[x] Enclosed
	[] Authorized to be charged to deposit account
Street Address: SUITE 3400 FOUR EMBARCADERO CENTER	8. Deposit account number: 06-1300 Please debit any underpayment or credit any verpayment to the above deposit account.
City: SAN FRANCISCO	Our Order No. A-67229-9/RFT/RMS/RMK (Attach duplicate of this page if paying by deposit account)
State: <u>CA</u> Zip: <u>94111-4187</u>	
DO NOT USE	THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing is a true copy of the original document.	g information is true and correct and any attached cop
Renee M. Kosslak, Reg No. 41,717 for Robin M. Silva, Reg No. 38,304 Name of Person Signing Significant Reg No. 41,717 for Robin M. Silva, Reg No. 38,304 Name of Person Signing	12/21/01 Date
Total number of pages	including cover sheet, attachments and document: [6

OMB No. 0651-0011 (exp. 4/94)

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orded with required cover sheet information to:

01 FC:581

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

File No. A-67229-9/RFT/RMS/RMI

WHEREAS, Bassil I. DAHIYAT, Los Angeles California; Robert J. HAYES, Altadena, California; Jöerg BENTZIEN, Pasadena, California; and Klaus M. FIEBIG, Frankfurt, GERMANY, has invented certain new and useful improvements in and have filed an application for a United States patent entitled: PROTEIN DESIGN AUTOMATION FOR PROTEIN LIBRARIES bearing Serial No. 09/927,790, filed August 10, 2001, disclosing and identifying the invention; and

WHEREAS, XENCOR, a corporation of the state of CALIFORNIA, having a place of business at 111 W. Lemon Avenue; Monrovia, State of CALIFORNIA, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

- 1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional

applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.
- 4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 17th day of December, 2001 (2) 11th day of Delember, 2001

(3) 11th day of December, 2001 (4) day of learning, 2001 respectively.

(1) Bassil I. DAHIYAT

County of LOS ANGELISC

County of LOS ANGELES

State of CALIFORNIA

On this May of ROCEMBER, in the year 2001, before me, SARA JANE STRUCTAND, Notary Public of the State of CALLEGRAPA, personally appeared (1) Bassil I. DAHIYAT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacit(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

an faw Thelland

Signature -

SARA JANE STRICKLAND
Comm. # 1329887
NOTARY PUBLIC CALIFORNIA
Los Angeles County
My Comm. Expires Nov. 12, 2005

(2)	Men
(2)	phont THIVES
r.	obert J. HAYES
County of LOS ANGELES	V .
State of CACIFURUM .)	
On this 17th day of OSCEMBER, in th	ue vear 2001 before me
SARA JANE STRICKLAND , Notary Public of	of the State of CALFORNIA ,
personally appeared (2) Robert J. HAYES ,	
proved to me on the basis of satisfactory evid	
name is subscribed to the within instrument	
executed the same in his authorized capacit(ie:	
on the instrument the person, or the entity upo	•
acted, executed the instrument.	
WITNESS my hand and official seal.	SARA JANE STRICKLAND
1 1 12 10 0	Comm. # 1329887
Signature Shuchun Thulland	Los Angeles County My Comm. Expires Nov. 12, 2005
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(3)	Ting the second
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County of LOS HIMELES)	·
State of CAMPINIA .)	
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the same in his authorized capacit(ies), and t	
instrument the person, or the entity upon behal	of which the person acced,
executed the instrument.	SARA JANE STRICKLAND
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WITNESS my hand and official seal.	Los Angeles County My Comm. Expires Nov. 12, 2005
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V (4)	aus M. FIEBIG
V_{T}	JULI II. LIUULU

A-67229-9/RFT/RMS/RMK

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	(2)
	Robert J. HAYES
County of)
State of)ss .)
	, in the year, before me,
	ary Public of the State of,
	J. HAYES , personally known to me (or
	factory evidence) to be the person whose
	n instrument, and acknowledged that he
	d capacit(ies), and that by his signature
•	he entity upon behalf of which the person
acted, executed the instrument.	
WITNESS my hand and official	l seal.
	(Seal)
Signature	
the property of the second second	(3)
	Jöerg BENTZIEN
County of)
)ss
State of	•)
On this day of	, in the year, before me,
	ary Public of the State of,
	ITZIEN personally known to me (or proved
	y evidence) to be the person whose name
	nment, and acknowledged that he executed
	(ies), and that by his signature on the
in the second of the second	ty upon behalf of which the person acted,
executed the instrument.	,
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Signature	(3041)
•	Male A
	(4) (4) (4) (4) (4) (4) (4) (4) (4) (4)

applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.
- 4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Confiled Helewith.
IN WITNESS WHEREOF, the said Inventors have executed and delivered
this instrument to said Assignee this
(1) day of , 2001 (2) day of , 2001
(3) day of , 2001 (4) 24th day of October , 2001
respectively.
(1) Bassil I. DAHIYAT
County of))ss
State of .)
On this day of, in the year, before me,
, Notary Public of the State of,
personally appeared (1) <u>Bassil I. DAHIYAT</u> , personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument, and acknowledged that he/she
executed the same in his/her authorized capacit(ies), and that by his/her
signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.
WITHNESS my band and official and
WITNESS my hand and official seal.
(Seal) Signature





UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office ASSISTANT SECRETARY AND COMMISSIONER

OF PATENTS AND TRADEMARKS Washington, D.C. 20231

APRIL 30, 2001

PTAS

FLEHR HOHBACH TEST ALBRITTON & HERBERT ROBIN M. SILVA FOUR EMBARCADERO CENTER SUITE 3400 SAN FRANCISCO, CA 94111-4187



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/12/2001

REEL/FRAME: 011517/0330 NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DAHIYAT, BASSIL I.

DOC DATE: 06/15/2000

ASSIGNOR:

HAYES, ROBERT J.

DOC DATE: 06/16/2000

ASSIGNOR:

BENTZIEN, JORG

DOC DATE: 06/16/2000

ASSIGNOR:

FIEBIG, KLAUS M.

DOC DATE: 06/20/2000

ASSIGNEE:

XENCOR, INC. 111 W. LEMON AVENUE MONROVIA, CALIFORNIA 91016

FILING DATE: 10/15/1999

SERIAL NUMBER: 09419351 PATENT NUMBER:

ISSUE DATE:

011517/0330 PAGE 2

MARCUS KIRK, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS FORM PTO-1: 1-31-92

02-21-200

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U.S. DEPARTMENT OF COMMERCE

PATENTS ONLY

Patent and Trademark Office

To the Ho. .

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arks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):	2. Name and address of receiving party(ies):	
Bassil I. DAHIYAT; Robert J. HAYES;	Internal Address: Xencor, Inc.	
Jorg BENTZIEN; Klaus M. FIEBIG		
Additional name(s) of conveying	in the second of	
party(ies) attached? [] Yes [x] No	11 11	
3. Nature of Conveyance:	Street Address: 111 W. Lemon Avenue	
[x] Assignment [] Merger	En constitution of the con	
[] Security Agreement [] Change of Name	City: Monrovia	
Execution Date: June 16, 2000 and June 20, 2000	State: California Zip: 91016	
	Additional name(s) & address(es) attached? [] Yes [x] No	
4. Application number(s) or patent number(s): One (1)		
If this document is being filed together with a new application, the ex	ecution date of the application is:	
A. Patent Application No.(s): 09/419,351	B. Patent No.(s)	
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Additional numbers atta		
5. Name and address of party to whom correspondence concerning	6. Total number of applications and patents involved:	
document should be mailed:	One (1)	
Name: Robin M. Silva	7. Total fee (37 CFR 3.41):\$40.00	
Internal Address: FLEHR HOHBACH TEST		
ALBRITTON & HERBERT LLP	[x] Enclosed	
ADDITION WILLIAMS BEE	[] Authorized to be charged to deposit account	
Street Address: SUITE 3400	8. Deposit account number: 06-1300	
FOUR EMBARCADERO CENTER	Please debit any underpayment or credit any overpayment	
City: SAN FRANCISCO	to the above deposit account. Our Order No. <u>A-67229-2/RFT/RMS/RMK</u>	
State: <u>CA</u> Zip: <u>94111-4187</u>		
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9. Statement and signature.		
To the best of my knowledge and belief, the foregoing copy is a true copy of the original document.	information is true and correct and any attached	
	20 C/	
Robin M. Silva / Com M. Alm 2/9/01		
Name of Person Signing / Signa	ature , Date	
Total number of pages	including cover sheet, attachments and document: [9]	
OMB No. 0651-0011 (eyp. 4/94)		

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02/20/2001 AAHMED1

Commissioner of Patents and Trademarks Box Assignments Washington, DC 20231

à1 FC:581

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) BASSIL I. DAHIYAT	, (2) ROBERT J. HAYES
(3) JÖRG BENTZIEN	, (4) KLAUS M. FIEBIG
(hereinafter termed "Inventors"), res	idents of
(1) LOS ANGELES	, (2) ALTADENA ,
(3) PASADENA	
respectively, Counties of	
(1) LOS ANGELES	, (2) LOS ANGELES ,
(3) LOS ANGELES	, (4) <u>n/a</u> ,
respectively, States of	
(1) CALIFORNIA	, (2) CALIFORNIA ,
(3) CALIFORNIA	, (4) <u>n/a</u> ,
respectively, have invented certain n	ew and useful improvements in
PROTEIN DESIGN AUTOMATI	ON FOR PROTEIN LIBRARIES
and have executed an application for	a United States patent disclosing and
identifying the invention on the	day of, 2000 and
having Serial No. 09/419,351 and fi	ling date of <u>October 15, 1999</u> ; and
WHEREAS, XENCOR, INC. a corpo	ration of the State of <u>CALIFORNIA</u> ,
having a place of business at258	5 NINA STREET, PASADENA 91107-3708 ,
State of <u>CALIFORNIA</u> , (hereinafter	termed "Assignee"), is desirous of
acquiring the entire right, title and	interest in and to said application and
the invention disclosed therein, an	d in and to all embodiments of the
invention, heretofore conceived, made	or discovered jointly or severally by
said Inventors (all collectively herei	nafter termed "said invention"), and in
and to any and all patents, invento	or's certificates and other forms of
protection (hereinafter termed "patent	s") thereon granted in the United States
and foreign countries.	
NOW, THEREFORE, in consideration	n of good and valuable consideration
acknowledged by said Inventors to h	have been received in full from said
Assignee:	

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this
instrument to said Assignee this
(1) 15 day of June, 2000 (2) 16 day of June, 2000,
(3) 16 day of June, 2000, (4) day of, 2000,
respectively.
(1) Saucoto
County of Los Angeles ,) BASSIL I. DAHIYAT
State of CALIFORNIA) ss.
On this 16th day of June, in the year 2660, before me, Peggy E. Smith, Notary Public of the State of CAlifornia,
personally appeared (1) <u>BASSIL I. DAHIYAT</u> , personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.
WITNESS my hand and official seal. PEGGY E. SMITH Commission # 1250382
Signature Lynn E. Spirit Signature Commission # 1250352 Notory Rublic T. Coffords Los Angeles County My Comm. Expires Jon 17, 2004
A 11
12) MACLES
(2)
County of Los Angeles ,,
State of California) ss.
On this 16th day of June, in the year 2000, before me, Peggy E. Smith, Notary Public of the State of California,
personally appeared (2) ROBERT J. HAYES, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the nstrument the person, or the entity upon behalf of which the person acted,
executed the instrument.
WITNESS my hand and official seal.
signature legge E. Fruit
Commission 9 1250532
Section 1 - Confidence Section S
My Comm. Expires Jan 17, 2004

	(3) Jog Menhan	
	JÖRG BENTZIEN	
	county of ADS 1979	
	county of Los Angeles CAlifornia State of JÖRG BENTZIEN) ss.	
	Don this 16th day of June, in the year 2000, before me,	
	Peggy E. Smith, Notary Public of the State of	
	personally appeared (3) JÖRG BENTZIEN , personally known to	
	me (or proved to me on the basis of satisfactory evidence) to be the person	
	whose name is subscribed to the within instrument, and acknowledged that he	
	executed the same in his authorized capacity(ies), and that by his	
	signature on the instrument the person, or the entity upon behalf of which the	
	person acted, executed the instrument.	
	WITNESS my hand and official seal.	
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'	KLAUS M. FIEBIG County of	
) ss.	
	State of	
	On this day of, in the year, before me,	,
	, Notary Public of the State of,	
	/	
	personally appeared (4) <u>KLAUS M. FIEBIG</u> , personally known to me (or proved	
	personally appeared (4) <u>KLAUS M. FIEBIG</u> , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is	
	to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the	
	to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the	
:	to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted,	
	to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the	
	to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument; and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.	
	to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted,	
	to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument; and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.	
	to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument; and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.	
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	to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument; and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.	

(NOT ACCOMPANYING APPLICATION)



WHEREAS, the undersigned,

<u>-</u> ,	·
(1) BASSIL I. DAHIYAT	(2) ROBERT J. HAYES ,
(3) JÖRG BENTZIEN ,	(4) KLAUS M. FIEBIG
(hereinafter termed "Inventors"), resid	ents of
(1) LOS ANGELES	(2) ALTADENA ,
(3) PASADENA	(4) FRANKFURT, GERMANY
respectively, Counties of	
(1) LOS ANGELES ,	(2) LOS ANGELES
(3) LOS ANGELES ,	(4) <u>n/a</u> ,
respectively, States of	
(1) CALIFORNIA	(2) CALIFORNIA
(3) CALIFORNIA	·
respectively, have invented certain new	and useful improvements in
PROTEIN DESIGN AUTOMATION	
and have executed an application for a	United States patent disclosing and
identifying the invention on the	
having Serial No. 09/419,351 and fili	
WHEREAS, XENCOR, INC. a corpor	ation of the State of <u>CALIFORNIA</u> ,
having a place of business at2585	NINA STREET, PASADENA 91107-3708 ,
State of <u>CALIFORNIA</u> , (hereinafter	termed "Assignee"), is desirous of
acquiring the entire right, title and in	terest in and to said application and
the invention disclosed therein, and	in and to all embodiments of the
invention, heretofore conceived, made	or discovered jointly or severally by
said Inventors (all collectively herein	
and to any and all patents, inventor	's certificates and other forms of
protection (hereinafter termed "patents') thereon granted in the United States
and foreign countries.	

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursua... to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREO. the said Inv	ventors have execute, and delivered this
instrument to said Assignee this	
(1) (5) day of, 2000	(2), day of, 2000,
	0, (4) 20 day of June, 2000,
respectively.	$\alpha (\alpha) = \alpha$
	Jan Outro
	(1) BASSIL I. DAHIYAT
County of	,)) ss.
State of)
On this day of Notary Pul	, in the year, before me,
	HIYAT, personally known to me (or proved
to me on the basis of satisfactory e	vidence) to be the person whose name is
subscribed to the within instrument.	and acknowledged that he executed the
same in his authorized capacity(ies	s), and that by his signature on the
instrument the person, or the entity	upon behalf of which the person acted,
executed the instrument.	apon ponder of miles one possess good,
WITNESS my hand and official sea	al.
Signature	(Seal)
	(2)
	ROBERT J. HAYES
County of	,)
State of) ss.
state of	•1
	, in the year, before me,
	ublic of the State of,
personally appeared (2) ROBERT J. HA	YES, personally known to me (or proved
	ridence) to be the person whose name is
	and acknowledged that he executed the
	s), and that by his signature on the
executed the instrument.	upon behalf of which the person acted,
WITNESS my hand and official sea	1.
	·• ·
Signature	(Seal)

	(3)
•	JÖRG BENTZIEN
County of	· ,)
) ss.
State of	• 1
On this day of	Notary Public of the State of
personally appeared (3) JÖRG	G BENTZIEN , personally known t
me (or proved to me on the b	asis of satisfactory evidence) to be the person
whose name is subscribed to	the within instrument, and acknowledged that h
executed the same in his a	uthorized capacity(ies), and that by his
signature on the instrument the	he person, or the entity upon behalf of which th
person acted, executed the in	astrument.
WITNESS my band and age	1-1-1
WITNESS my hand and offi	iciai seai.
Signature	(Seal)
	(Seal)
	1. Inches
	$(4) \qquad \qquad (4)$
	KLAUS M./FIEBIG
County of	
) ss.
State of	
On this	
On this day of	, in the year, before me Notary Public of the State of
	S M. FIEBIG , personally known to me (or prove
to me on the basis of satisfa	actory evidence) to be the person whose name i
subscribed to the within inst	trument, and acknowledged that he executed th
same in his authorized capa	acity(ies), and that by his signature on th
instrument the person, or the	e entity upon behalf of which the person acted
executed the instrument.	
WITNESS my hand and offi	cial seal.
Signature	(Seal)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

PAIEN.	19 ONLY
To the Honorable Commissioner of Patents and Trademarks: Please	e record the attached original documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving party(ies):
Bassil I. DAHIYAT; Robert J. HAYES; Jorg BENTZIEN; Klaus M. FIEBIG	Internal Address: Xencor, Inc.
Additional name(s) of conveying party(ies) attached? [] Yes [x] No	
3. Nature of Conveyance:	Street Address: 111 W. Lemon Avenue
[x] Assignment [] Merger	
[] Security Agreement [] Change of Name	City: Monrovia
Execution Date: June 16, 2000 and June 20, 2000	State: California Zip: 91016
	Additional name(s) & address(es) attached? [] Yes [x] No
4. Application number(s) or patent number(s): One (1)	
If this document is being filed together with a new application, the ex	xecution date of the application is:
A. Patent Application No.(s): 09/419,351	B. Patent No.(s)
Additional numbers atta	ched? [] Yes [x] No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: One (1)
Name: Robin M. Silva	7. Total fee (37 CFR 3.41):\$40.00
Internal Address: FLEHR HOHBACH TEST	[x] Enclosed
ALBRITTON & HERBERT LLP	
	[] Authorized to be charged to deposit account
Street Address: SUITE 3400	8. Deposit account number: 06-1300
FOUR EMBARCADERO CENTER	Please debit any underpayment or credit any overpayment to the above deposit account.
City: SAN FRANCISCO	Our Order No. A-67229-2/RFT/RMS/RMK
State: <u>CA</u> Zip: <u>94111-4187</u>	
DO NOT USE	THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing copy is a true copy of the original document.	information is true and correct and any attached
Robin M. Silva Name of Person Signing Signa	$\frac{M.Slm}{\text{ature}}$ $\frac{2/9/01}{\text{Date}}$
Total number of pages	including cover sheet, attachments and document: [9]
OMB No. 0651-0011 (exp. 4/94)	

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,	
(1) BASSIL I. DAHIYAT	, (2) ROBERT J. HAYES
(3) JÖRG BENTZIEN	, (4) KLAUS M. FIEBIG
(hereinafter termed "Inventors"), res	idents of
(1) LOS ANGELES	_, (2)_ALTADENA,
(3) PASADENA	, (4) FRANKFURT, GERMANY ,
respectively, Counties of	
(1) LOS ANGELES	, (2) LOS ANGELES ,
(3) LOS ANGELES	_, (4) <u>n/a</u> ,
respectively, States of	
(1) CALIFORNIA	, (2) <u>CALIFORNIA</u> ,
(3) CALIFORNIA	
respectively, have invented certain n	ew and useful improvements in
PROTEIN DESIGN AUTOMATI	ON FOR PROTEIN LIBRARIES
and have executed an application for	a United States patent disclosing and
identifying the invention on the	day of, <u>2000</u> and
having Serial No. 09/419,351 and fi	ling date of <u>October 15, 1999</u> ; and
WHEREAS, <u>XENCOR, INC.</u> a corpo	oration of the State ofCALIFORNIA ,
having a place of business at258	5 NINA STREET, PASADENA 91107-3708 ,
	termed "Assignee"), is desirous of
	interest in and to said application and
the invention disclosed therein, an	d in and to all embodiments of the
invention, heretofore conceived, made	or discovered jointly or severally by
said Inventors (all collectively herei	nafter termed "said invention"), and in
and to any and all patents, invento	or's certificates and other forms of
protection (hereinafter termed "patents	s") thereon granted in the United States
and foreign countries.	
NOW, THEREFORE, in consideration	n of good and valuable consideration
acknowledged by said Inventors to h	ave been received in full from said
Assignee:	
 Said Inventors do hereby sell 	., assign, transfer and convey unto said

Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

in william, one data inventors have executed and derivered this
instrument to said Assignee this
(1) 15 day of June, 2000 (2) 16 day of June, 2000,
(3) 16 day of June, 2000, (4) day of, 2000,
respectively.
(1) July
County of Los Angeles ,) BASSIL I. DAHIYAT
State of CAlifornia) ss.
On this 16th day of June, in the year 2660, before me,
reqqy E. Smith, Notary Public of the State of CAlifornia, personally appeared (1) BASSIL I. DAHIYAT, personally known to me (or proved)
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.
· · · · · · · · · · · · · · · · · · ·
WITNESS my hand and official seal.
Signature Cym E. Smith Signature Commission # 1250352 Notory Public of Confidence Los Argeles County
Signature Ingy C. Smill Signature Notary Public T. Colliants & Los Angeles County
My Comm. Expires Jan 17, 2004
ρM
(2) Wolayn
DONEDE
county of Los Angeles
State of California) ss.
State of CAROTTIE .)
2000
On this 16th day of June, in the year 2000, before me,
personally appeared (2) ROBERT J. HAYES, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.
WITNESS my hand and official seal.
DECITY E CLATTU
Signature 1997 C. Thulb Commission 1250352
Notary Public — California
Los Angeles County
My Comm. Biplies Jan 17, 2004

(3)
Sounty of LOS Angeles JORG BENTZIEN
country of Auto
County of Los Angeles CAlifornia) ss. State of
Peggy E. Smith, Notary Public of the State of, before me,
personally appeared (3) JÖRG BENTZIEN , personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he
executed the same in his authorized capacity(ies), and that by his
signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.
WITNESS my hand and official seal.
POGT E SHALL
Signature Leggy E. Spiel Commission & 125000 Noticy Public T. Collection
My Comm. Expires Jon 17, 2004
(4)
KLAUS M. FIEBIG
County of
·) ss.
State of
On this day of, in the year, before me,
, Notary Public of the State of,
personally appeared (4) <u>KLAUS M. FIEBIG</u> , personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.
WITNESS my hand and official seal.
Signature(Seal)